

# BEDALE COMMUNITY MINIBUS

## **Hire policy terms and conditions This document forms part of the Hire Agreement**

In accordance with the policy and requirements of the "Bedale Community Minibus" (herein referred to as BCM) the hirer is required to agree with the following Terms and Conditions

1. A provisional booking must, wherever possible, be made at least 2 weeks before the date of the proposed hire. A booking form and a copy of the terms and conditions will, if not collected in person, be posted or emailed to the proposed hirer. **The completed booking form, together with a signed copy of these terms and conditions and a deposit of £25 should be returned to BCM not later than ten days prior to the proposed hire. (Payments can be made by BACS, see bottom of booking form.)**
2. Cancellation of the booking must be in writing or by email. The deposit will be refunded, unless cancellation is notified less than seven days from the proposed date of hire. In this case the deposit will be forfeited.
3. Upon completion of the hire BCM will send an invoice to the hirer. Payment is required within twenty eight days of the invoice date.

### **DRIVERS**

1. Only those drivers whose details appear on the booking form, and who hold the relevant category of driving license, are insured to drive the vehicle. Nominated drivers must produce their driving license to BCM, not less than seven days prior to the proposed hire date. Drivers must agree to allow BCM to access their driver record on the DVLA website. BCM reserves the right to refuse permission to drive the vehicle.
2. The driver is responsible for the safety of the vehicle, its passengers, and other road users. Drivers are required to complete a "Walk Round Check" of the vehicle prior to commencement of the journey. This check should include lights, tyres, wipers / washers, horn etc'. Defects should be notified to BCM. A defect reporting book is present in the vehicle for this purpose.
3. The driver will be liable for any fines or fixed penalties, issued in relation to traffic offences, speeding or parking during the period of hire.
4. The driver must familiarize themselves with the equipment in the vehicle.
5. Child passengers who are under 12 years of age and 1.5mtr (5ft) in height should use seat belts or child restraints which are appropriate for their size. These restraints include baby carriers, child seats and booster cushions.
6. When In motion all doors must be unlocked to allow access in case of an emergency
7. All passengers must remain seated, with their seat belts fastened, whilst the minibus is in motion (This is a legal requirement).
8. When the Minibus is left unattended the driver must ensure that windows and doors are locked and the vehicle is immobilized.
9. In the event of an accident the driver must not admit or discuss liability.

### **GENERAL**

1. **BCM** does not accept third party bookings. The details of the hirer, which appear on the booking form, are deemed to be the details of the user of the vehicle for the period of hire. In the event that the hirer is not travelling on the vehicle throughout the period of hire, **BCM** may require further information before accepting the booking.
2. Smoking, and the consumption of alcohol, is not permitted on the vehicle at any time.
3. Food and drink may only be consumed when the vehicle is stationary at an appropriate location.
4. At the end of the hire the vehicle should be left in a clean and tidy condition and free from litter. A charge may be incurred if it is necessary to clean the interior of the vehicle.
5. Damage to the vehicle, equipment, or fittings must be notified to **BCM** immediately. Where such damage is deemed to have been caused by neglect or willfulness, **BCM** reserves the right to charge the hirer the cost of repair.
6. If using the services of a **BCM** volunteer driver or escort please be mindful that these people have given their time, free of charge, to enable your trip to go ahead. **BCM** will not tolerate abuse, threats, or violence against our volunteers and will take appropriate action against offenders.

I understand that details herein will be kept on record and that these details will be treated in a confidential manner. I give permission for the name of my organization, contact name and telephone number to be given to a volunteer driver for BCM if necessary.

**Should any details regarding the organization or designated driver change I will inform BCM immediately.**

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**\*TO BE COMPLETED BY THE HIRER:\***

**In accordance with the policy and requirements of Bedale Community Minibus I have read, and agree to, the Terms and Conditions.**

**Please print your name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# BEDALE COMMUNITY MINIBUS

Oak House 35 North End Bedale North Yorkshire DL8 1AQ

Tel (01677) 425329

Email: [bedalecommunityminibus@btconnect.com](mailto:bedalecommunityminibus@btconnect.com)

Registered Charity No 115 8623

Office open: 9.30am – 12noon Monday to Friday

## Minibus Booking Form

Name of the Hirer:

Date Minibus to be Hired:

Name of Organisation:

Address and postcode:

Telephone:

Mobile:

Email address:

Destination:

Pick Up time & place:

Expected time to leave destination:

Is hirer travelling on the minibus? Yes / No

(If No, please state reason and give the name of the person responsible for the party)

How many passengers in total?

Wheelchair Passengers? Yes / No  
(see note)

How many need to stay in their wheelchair?  
How many can be moved into a seat?

BCM driver required? Yes / No

If **No** Hirer's nominated driver is:

Driver's DOB:

Address and Postcode:

Driving Licence Number:

(Driving licence(s) MUST be produced to BCM not less than seven days prior to hire)

MiDAS trained? Yes / No If **Yes** Certificate Number

Is the hirer to use a second driver? If yes then the same details will be required for the second driver.

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BCM BACS details are: Sort Code: 20-61-46 Account number 13965015

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**For Office Use:**

**SERIAL NUMBER:**

Deposit paid & date: £

Balance paid & date: £

## **MINIBUS HIRE CHARGES (Charges include a base cost + mileage)**

### **BASE COST –Daytime hire (between 0600hrs and 1800hrs)**

Hire of up to five hours = ½ day rate, (between 8.00am and 13.00hrs or 13.00 – 18.00hrs) £55  
Hire over five hours = Full day rate, (between 8.00am – 18.00hrs) £100

### **BASE COST – Evening hire (commencing after 18.00hrs)**

Hire of up to five hours £55  
Plus £10 per hour for every additional hour or part thereof (to a maximum of 2 hours)

### **MILEAGE**

In all cases mileage is charged at 60p per mile, commencing and finishing at the minibus garage/storage.

### **PARKING OF MINIBUS**

In some cases the driver will need to park the minibus in an area which incurs a parking fee. This will need to be added to the final invoice in order to repay the driver unless it is paid at the time by the hirer.

### **Out of Hours expenses for volunteer drivers.**

Where the hire is for a whole day or an evening and BCM provides a volunteer driver who remains with you for the hire period we would hope you will fund their out of hours expenses.

£10.00 is an appropriate sum

You may wish to include the driver in the event as a passenger and cover the outlay in that manner.

## **NOTES ON WHEELCHAIR PASSENGERS and MINIBUS SEATING**

**Level of Mobility:** We are very happy to take passengers in wheelchairs on our minibuses. It is however important to clear up in advance whether the wheelchair user is able to get in and out of one of the minibus seats or must remain in their wheelchair.

If the wheelchair user can, with limited assistance, but primarily by their own efforts and not physical lifting by an assistant, get out of their wheelchair and into the minibus seat, then we consider them to be just another passenger. In terms of seating they occupy one of the normal passenger seats- 13 maximum, 2 of which are in the front of the minibus (accessed only by a fairly high step.)

\* If the wheelchair user must remain in their wheelchair because they are physically unable to transfer from wheelchair to minibus seat then we need to remove four seats from the main cabin in the bus. Thus leaving 7 seats in the cabin and 2 in the front next to the driver.

With a full complement of 13 seats there is not a lot of additional storage room in the bus. We can however accommodate 2 fully collapsible wheelchairs at the back of the minibus or 2/3 folding wheeled walking aids.

It is to be reiterated we are happy to take wheelchair users on the minibuses. However in planning the journey and making a booking it is essential to confirm that the staff at the minibus office understand what is required in terms of the user's seat requirement against the minibuses seating capacity. In addition the hirer must understand that it takes an extra 10 – 15 minutes to safely secure a person in their wheelchair into the minibus.

THE HIRER OF THE BUS MUST ENSURE THAT THEIR PUBLIC LIABILITY/EMPLOYERS LIABILITY INSURANCE IS EXTENDED TO PROVIDE COVER FOR THE DRIVER WHILST CARRYING OUT DUTIES FOR THE HIRER OF THE MINIBUS FOR THE DURATION OF THE HIRE.

**(Please see overleaf for information regarding General Data Protection Regulations)**

**PLEASE KEEP THIS FOR YOUR REFERENCE**

## **General Data Protection Regulation (GDPR)**

The Bedale Community Minibus (BCM) is required for regulation reports and accountancy provision relating to the hire of vehicles, to retain information for a period of three years. The information which is recorded on this booking form is recorded electronically, and the original paper document retained in the BCM office filing system.

In order to exercise your relevant rights, queries or complaints, please contact:

The BCM Office Manager  
Tel: 01677 4253291